



SDMS DocID

474242



MARGARET L. COSTA
SENIOR CORPORATE COUNSEL
COMPLEX & EMERGING RISKS CLAIMS
DEPARTMENT

175 Berkeley Street, 090
Boston, MA 02117
Telephone: (617) 574-5833
Fax: (603) 334-8087
Email: Margaret.Costa@Libertymutual.com

December 14, 2010

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Robert Cianciarulo
U.S. EPA Region I Superfund Records and Information Center
5 Post Office Square
Suite 100 (OSRR02-3)
Boston, MA 02109-3912

Re: U.S. EPA's Request to Peerless Insurance Company for Information Pursuant
To Section 104(e) of CERCLA relating to John E. Whitney, Sr., John E. Whitney,
Jr., Walter W. Whitney, Helen T. Whitney, Helen R. Whitney, Ruth J. Whitney,
John E. Whitney, III, and Whitney Barrel Co., Inc. and/or the property located at
256 Salem Street, Woburn, Massachusetts

Dear Mr. Cianciarulo:

This letter is Peerless Insurance Company ("Peerless") and Liberty Mutual Insurance Company's ("Liberty Mutual") response to the EPA's 104(e) Request for Information directed to Peerless Insurance Company ("Peerless"), regarding the above individuals and Whitney Barrel Co., Inc. and/or the property located at 256 Salem Street, Woburn, Massachusetts ("Site"). Please note that the responses set forth herein are based on information currently known by Peerless and Liberty Mutual and their attorneys. Peerless and Liberty Mutual reserve the right to supplement this response should it come to our attention that additional responsive documents are located.

Each request is responded to subject to the following General Objections ("General Objections") and the General Objections form a part of the response to each request. Peerless and Liberty Mutual are responding only on their own behalf and will not respond on behalf of another entity, including, but not limited to any policyholder or alleged policyholder of Peerless or Liberty Mutual. The fact that, in response to some of the requests, Peerless or Liberty Mutual states that it will produce any responsive non-privileged documents does not mean that Peerless or Liberty Mutual has determined that such documents exist. The fact that Peerless or Liberty Mutual may produce a document is not a concession that the document or its contents are true, accurate, or authentic or that the document is relevant.

Liberty Mutual Group

Superfund Records Center
SITE: Wells G&H 002 - Peerless
BREAK: 11.9
OTHER: _____

1. Privileges

Peerless and Liberty Mutual object to the requests to the extent that they seek information that is privileged, by virtue of the attorney-client privilege, work product privilege, privilege according to settlement materials/negotiations, joint defense privilege, First Amendment privilege, or other applicable privileges and will not disclose such information.

2. Beyond the Scope of 42 U.S.C. Section 9604(e)(2)

Peerless and Liberty Mutual object to the requests to the extent they seek information that is not within the scope of 9604(e)(2), which sets forth the scope of information to which the EPA is authorized to obtain access.

3. Relevance

Peerless and Liberty Mutual object to the requests to the extent they seek information that is not relevant to the issues raised in connection with contamination or threatened contamination at the Site. Nothing herein shall be construed as an admission by Peerless or Liberty Mutual respecting the admissibility or relevance of any fact or document, or as an admission of the truth or accuracy of any characterization or document of any kind contained in the requests.

4. Information Regarding Sites Other Than The Site, or Policies That Do Not Name Any Entity or Individual Listed in the Definitions as Insured, or Policyholders Other Than Those Listed in the Definitions as Insured

Peerless and Liberty Mutual object to the requests to the extent that they seek disclosure of information concerning sites other than the subject Site, policies that do not name any of the entities listed in the Definitions as Insured, or policyholders other than the entities listed in the Definitions as Insured, on the following grounds (1) such requests are overly broad; (2) the information sought therein is not relevant; (3) the information sought therein would be unduly burdensome to disclose; and (4) the information sought therein is privileged and/or of a confidential or proprietary nature, disclosure of which could adversely affect the interests (including, without limitation, privacy rights and interests, rights to trade secrets, and attorney-client, work product, settlement or other privileges) of such insureds and/or other third parties. Peerless and Liberty Mutual hereby assert all rights and privileges of such third parties on their behalf. To the extent that it is determined that Peerless or Liberty Mutual is not entitled to assert a privilege as to information regarding its insureds, Peerless or Liberty Mutual, as the case may be, will request permission for it to notify the insureds of the requests and set a date by which those insureds may object to the requests on their own behalf.

5. Information That is Confidential or Proprietary Information or a Trade Secret

Peerless and Liberty Mutual object to the requests to the extent that they seek information that is confidential or proprietary or a trade secret and will assert a confidentiality claim under 42 U.S.C. Section 9604(e)(7) and related statutes and regulations.

Peerless and Liberty Mutual are asserting a confidentiality claim as it relates to the request for information pertaining to the identity of the individuals who were consulted in the preparation of the answer as well as the request to identify the policy with respect to document retention.

Appendix A and Appendix B are considered by Peerless and Liberty Mutual to contain privileged, confidential, and proprietary information, which should not be reproduced, copied, transmitted or disclosed to a third-party. Safeguarding this information is important for the employees as well as for our companies. Peerless and Liberty Mutual have safeguards in place to protect attorney work product information and company confidential information because disclosure of such information in the business community could adversely affect Peerless and Liberty Mutual's business and claims handling practices. The confidentiality of Appendices A and B is continuing and not limited in time. Peerless and Liberty Mutual request the EPA to return this confidential information upon the conclusion of its investigation. The originals shall be returned to Margaret Costa, Esquire at the address specified in the certificate. For your convenience, a pre-labeled return envelope has been provided with our response. To the extent Appendices A and B have been scanned and stored electronically, appropriate steps should be taken to ensure the electronic versions of this have been deleted. If any copies of Appendices A and B have been made, those copies should be returned to my attention as well.

Peerless and Liberty Mutual have not disclosed this information to any other entity or party not involved in this 104(e) request.

As you will note, Peerless and Liberty Mutual have placed a 'confidential' watermark on each page of Appendices A and B. In addition, a legend has been added to the bottom of each page of the appendix to document the reason it should not be disseminated to the public. I look forward to hearing from you concerning the verification of the confidentiality claim.

Subject to the foregoing General Objections, Peerless and Liberty Mutual respond, paragraph by paragraph, as follows:

1. *General Information about Respondent*

a. *Provide the full legal name and mailing address of the Respondent.*

Michael R. Christiansen
President and Chief Executive Officer
Peerless Insurance Company
62 Maple Avenue
Keene, NH 03431

b. *For each person answering these questions on behalf of Respondent, provide the:*

- i. *full name;*
- ii. *title;*
- iii. *business address; and*
- iv. *business telephone number*

Margaret L. Costa, Senior Corporate Counsel
Complex & Emerging Risks Claims – Legal
Liberty Mutual Group
175 Berkeley Street – 090
Boston, MA 02117
Direct Dial: (617) 574-5833
Fax: (603) 334-8087
E-mail: Margaret.Costa@LibertyMutual.com

2. *Identify the time period(s) during which Respondent or Respondent's predecessor(s) placed insurance on behalf of John E. Whitney, Sr., John E. Whitney, Jr., Walter W. Whitney, Helen T. Whitney, Helen R. Whitney, Ruth J. Whitney, John E. Whitney, III and/or Whitney Barrel Co., Inc. (the "insured"). Provide the name and current whereabouts, if known, of any of the insured with whom Respondent or Respondent's predecessor(s) communicated and the nature of the communication.*

Response: The earliest date listed on the materials we located is 12/22/84 and there are dates listed through 1985, the end of the "period being investigated."

3. *Provide copies of all casualty, liability and/or pollution insurance policies, and any other insurance contracts referencing or relating to the property or issued to any of the insured from 1950 through 1985, including but not limited to comprehensive general liability, primary, umbrella and excess policies, as well as any environmental impairment liability, pollution legal liability, cleanup cost cap or stop loss policies, institutional controls, and post remediation care insurance. For your reference, Appendix F contains copies of insurance policies issued by Respondent relating to the insured which were previously provided to EPA.*

Response: Based on the information gathered to date, we have not located any policies. If we locate policies after the submission of this response, we will provide an updated response.

4. *If there are any such policies of which you are aware but have no copies, please provide the certificate(s) of insurance, if available. In instances where no copy of the policy or certificate of insurance can be found or obtained, please identify each such policy to the best of your ability by indentifying:*

- a. *The name and address of each insurer and of the insured;*
- b. *The type of policy and policy numbers;*
- c. *The kind of insurance (i.e., comprehensive general liability, automobile, environmental impairment liability, etc.);*
- d. *The per occurrence or per accident policy limits of each policy;*
- e. *Whether each such policy is "primary" or "excess"; and*
- f. *The commencement and expiration dates of such policy.*

Response 4a.-4f.: This information is listed on an application of insurance, dated 1/17/85 produced in response to Question 7 below. The fact that we are listing this information in response to Question 4 does not mean that we agree that any such referenced policy exists or that information listed constitute actual terms of any policy:

- 4a. Address listed as
Whitney Barrel Co., Inc.
256 Salem Street
Woburn, MA
- 4b. Manufacturer's and Contractors Liability is checked on application; Policy No. referenced is GIP 6331232.
- 4c. Application for Manufacturer's and Contractors Liability Policy.
- 4d. Limits listed in Application: "Bodily Injury \$300,000/Occurrence;
\$300,000/Aggregate; Property Damage \$250,000/Occurrence; \$250,000/Aggregate"
- 4e. None of the documents specifies "Primary or Excess."
- 4f. The application lists the proposed effective date as 12/22/84 and the proposed expiration date as 12/22/85.

5. *To the extent not provided in Question 3 or 4 above, provide all other evidence of casualty, liability and/or pollution insurance issued to any of the insured from 1950 through 1985.*

Response: Based on the information gathered to date, we have not located any evidence other than that produced in response to Questions 3 and 4 above. If we locate any such evidence after the submission of this response, we will provide an updated response.

6. *For each policy of insurance identified in response to Questions 3, 4 and 5 above, identify each person listed as an additional insured.*

Response: Based on the information gathered to date, we have not located any policies and there is no reference to any "additional insured" in any of the documents we located. If we locate policies or other responsive information after the submission of this response, we will provide an updated response.

7. *For each policy of insurance identified in response to Questions 3, 4 and 5 above, provide all insurance applications, underwriting, placing and marketing files, claim files, loss control files, and premium audits, as well as any accounting records including retrospective rating adjustments, for each such policy.*

Response: Based on the information gathered to date we have located documents responsive to this question. A copy set of these documents will be provided with this response. If we locate other responsive documents after the submission of this response, we will provide an updated response.

8. *Identify all previous settlements by Respondent with any of the insured which relate in any way to environmental liabilities and/or casualty, liability and/or pollution insurance coverage, including:*

- a. The date of the settlement;*
- b. The scope of release provided under such settlement; and*
- c. The amount of money paid pursuant to such settlement.*

Provide copies of all such settlement agreements.

Response: Based on the information gathered to date, we have not located any settlement related information. If we locate settlement and/or additional claim information after the submission of this response, we will provide an updated response.

9. *General Questions*

- a. *If not already included in your response, if you have no reason to believe that there may be persons, including persons currently or formerly employed by Respondent or Respondent's predecessor(s), who are able to provide a more detailed or complete response to any of these questions or who may be able to provide additional responsive documents, identify such person and the additional information or documents that they may have.*

Response: Neither Peerless nor Liberty Mutual is aware of the identity of any person(s) with knowledge of the matters identified in the above request. If we identify an individual with this knowledge, we will provide an updated response.

- b. *Describe all sources reviewed or consulted in responding to this request, including but not limited to:*
- i. *the names of all individuals consulted;*
 - ii. *the current job title and job description of each individual consulted;*
 - iii. *the nature of all documents reviewed;*
 - vii. *the locations where those documents reviewed were kept prior to review; and*
 - viii. *the location where those documents reviewed are currently kept.*

Persons consulted in preparation of the answer: Please see Appendix A.


- c. *Identify Respondent's policy with respect to document retention.*

Response: We have located and included the most current records retention manuals available for Peerless and Liberty Mutual within Appendix B.

DECLARATION

I declare under penalty of perjury that I am authorized to respond on behalf of Peerless Insurance Company and Liberty Mutual Insurance Company and that the foregoing is complete, true, and correct.

Executed on December 14, 2010


Signature

Margaret L. Costa, Esquire
Name

Senior Corporate Counsel
Title

REPORT OF AUDIT

Policy number 61P 6331232	From 12/22/84	Policy period To 12/22/85	Renewal of	Coverage is provided in the PEERLESS	Agency 6310807	P
Named insured and address WHITNEY BARREL COMPANY INC. 250 SALEM STREET WOBURN MA 01801				Producer RANGNAR FRIDOLIN INS AGENCY MA		

Class No.	Premium Base	B.I. (W.C. or E.L.) Rate	Earned	P. D. Rate	Earned	Description of Work As written unless otherwise specified
34904-2	\$6,331.00	0.297	167.00			
				0.058	38.00	MP 250 PD DED
99990-9			25.00		10.00	MP B F CGL 15%

ESTIMATED AUDIT
RECORDS NOT
AVAILABLE.

Billing date	Earned Premium	Advance Premium	Add'l Premium	Return Premium
09/30/86	240.00	177.00	63.00	

BUROH/STAY

STATUS REQUEST REPORT

DATE OCTOBER 17 1986

AGENCY RANGNAR FRIDOLIN INS AGENCY

TYPE REQBY ROOM

REASON REQUESTED

1 DL WR01 REVISED AUDIT TO A CLOSE EVEN AUDIT 101586

POL GIP 6371232 00 MCO 10 ISSUE M RSN AGT FRM 0 00

EFF 122284 EXP 122285 RENEWS TERM 012 INST 01 ORIG INCEP 1284

UND 6N443 AGT 6310809 PROD 00 BRN 63 PROF 000 FCO 10 CUST 6371232000

LINE 5 RATE LOB CL KIND D AUDIT A VAR 0 SF1 SPEC 7

SORT WHIT PAY A MODE 0 REAY A RMODE 0 AND 00 ENT 102585

INSURED WHITNEY BARREL CO INC 250 SALEM STREET

WOBURN MA

ZIP 001801

COMMENTS RSN DATE REQ DEST

FS 101786 DL WR01 REVISED AUDIT TO A CLOSE EVEN AUDIT 101586

USE UNIT

AC 000 0 COMMERCIAL AUDIT

ZIP

MI 001 0 REVISED AUDIT TO A CLOSE EVEN AUDIT 101586

ZIP

PREMISES & OPERATIONS SUB 313(M&C)
BI DED: 0 PD DED: 250
CODE: 34904 RATING BASIS: PAYROLL
CLASS:


RATE BEFORE BASIS = .297

RATE BEFORE BASIS = .058

BROADENING ENDORSEMENT CODE: 99990

POLICY TOTAL = 185

SPEED MEMO

TO <i>Rougwar - Paul Natile</i>	DEPT. OR LOCATION	 PEERLESS INSURANCE COMPANY The Netherlands Insurance Company
FROM <i>Audy Taccu</i>	DEPT. OR LOCATION	
SUBJECT <i>Whitney Ferrall</i>	DATE <i>1/22</i>	POLICY NUMBER OR CLAIM NUMBER <i>GH submission</i>
MESSAGE: <i>Paul, we prefer not to write product, or complete copy - too much potential for premium -</i> <i>Audy</i> <i>We will issue GH</i>		

ORIGINATOR - DO NOT WRITE BELOW THIS LINE

SIGNED

REPLY:

FOLLOW UP												
J	F	M	A	M	J	J	A	S	O	N	D	
1	2	3	4	5	6	7	8					
9	10	11	12	13	14	15	16					
17	18	19	20	21	22	23	24					
25	26	27	28	29	30	31						

DEPT.-LOCATION

SIGNED

DATE

WRITER'S COPY

010-048

DETACH AND FILE FOR FOLLOW-UP



PEERLESS INSURANCE COMPANY

The Netherlands Insurance Company

67 MAPLE AVENUE KEENE NEW HAMPSHIRE 03431



O.K. TO FILE

NOTICE OF NON PRODUCTIVE AUDIT

TO	DATE
FROM RICHARD J. TRIMBLE DEPT. OR LOCATION H.O. PREM. AUDIT	POLICY NUMBER
SUBJECT	

Dear Agent:

We have been notified by the Premium Auditor handling the Premium Audit of this risk that an audit appointment cannot be arranged because:

COULD YOU PLEASE HELP US TO ARRANGE AN AUDIT APPOINTMENT?

If you cannot help us to arrange an audit appointment, an estimated report of audit will be issued.

We'll suspend the audit assignment for two weeks. At the end of that period if we have not been notified when and where an audit of the insured's records can be completed, an estimated bill will be issued.

Thank you.

Richard J. Trimble

Richard J. Trimble
Premium Audit Manager

RANGNAR FRIDOLIN INSURANCE AGENCY

64 ELM STREET
WOBURN, MA 01801
933-0830



SERV-ASSURED MEMO

NAMED INSURED

Whitney Barrel Co. Inc.

COMPANY AND POLICY NUMBER

DESCRIPTION OF COVERAGE

M+C Liability

REFERENCE

TO:

*Beverly Garner
Whitney Barrel Co.
18 Alfred St
Woburn, Ma. 01801*

THE ENCLOSED ENDORSEMENT AMENDS POLICY PROVISIONS AND SHOULD BE ATTACHED TO POLICY.

THE ADDITIONAL COPY OF ENCLOSED ENDORSEMENT SHOULD BE SIGNED AND RETURNED TO OUR OFFICE PROMPTLY.

PLEASE COMPLETE, SIGN AND RETURN ENCLOSED FORMS TO OUR OFFICE. ☐ YOUR SIGNATURE MUST BE NOTARIZED. ☐ NO NOTARIZATION IS REQUIRED.

PLEASE SIGN ENCLOSED APPLICATION AND RETURN TO OUR OFFICE WITH YOUR CHECK IN THE AMOUNT OF \$ _____ MADE PAYABLE TO _____

ENCLOSED IS YOUR COPY OF THE CAPTIONED POLICY. THE ORIGINAL HAS BEEN SENT TO THE LENDER. ☐ INVOICE ENCLOSED. ☐ INVOICE MAILED TO LENDER.

YOUR PREMIUM FINANCE AGREEMENT IS ENCLOSED. PLEASE ISSUE YOUR CHECK IN THE AMOUNT OF \$ _____ PAYABLE TO _____ AND SEND IT TO OUR OFFICE.

THE ADDITIONAL COPY OF YOUR PREMIUM FINANCE AGREEMENT REQUIRES YOUR SIGNATURE. PLEASE SIGN IN THE DESIGNATED SPACE AND RETURN IT WITH YOUR CHECK.

THE LENDER REQUIRES YOUR SIGNATURE ON THE ENCLOSED AUTHORIZATION. PLEASE SIGN AND RETURN TO OUR OFFICE PROMPTLY.

THE ENCLOSED BINDER WAS ISSUED AS EVIDENCE OF COVERAGE PRIOR TO ISSUANCE OF THE POLICY, WHICH WILL FOLLOW SHORTLY.

COVERAGE, AS INDICATED IN THE CAPTION, HAS BEEN ORDERED, ENDORSING THE CAPTIONED POLICY, PENDING RECEIPT OF THE ACTUAL ENDORSEMENT. PLEASE ACCEPT THIS MEMO AS EVIDENCE OF COVERAGE. ANY REQUIRED CERTIFICATE OF INSURANCE WILL BE ISSUED SIMULTANEOUSLY WITH THE ENDORSEMENT.

THE ENCLOSED APPLICATION HAS BEEN COMPLETED WITH THE INFORMATION FURNISHED TO OUR OFFICE. PLEASE SIGN IN THE DESIGNATED SPACE AND RETURN IT TO OUR OFFICE. IF ANY CORRECTIONS ARE NECESSARY, PLEASE NOTIFY US IMMEDIATELY.

A PAYMENT IN THE AMOUNT OF \$ _____ IS REQUIRED. PLEASE MAKE YOUR CHECK PAYABLE TO _____ AND SUBMIT IT WITH THE APPLICATION.

IN CONNECTION WITH YOUR CLAIM, WE WILL NEED THE ITEM(S) LISTED BELOW.

THE ENCLOSED DRAFT IS THE PAYMENT OF YOUR CLAIM. WE SINCERELY HOPE THAT THIS CLAIM WAS SETTLED TO YOUR COMPLETE SATISFACTION.

THE REPORT DESCRIBED BELOW HAS NOT BEEN RECEIVED. PLEASE SUBMIT IT PROMPTLY AS YOUR COVERAGE MAY BE JEOPARDIZED.

YOUR INSTALLMENT PAYMENT, AS DESCRIBED BELOW, HAS NOT BEEN RECEIVED. TO AVOID CANCELLATION, PLEASE REMIT PROMPTLY.

PLEASE REVIEW THE ENCLOSED LIST OF DRIVERS, MAKE ANY ADDITIONS OR DELETIONS, AND RETURN IT TO OUR OFFICE.

SUPPLEMENTARY MESSAGE

Hi Beverly,

Please see app attached for issue of M+C liability. Please call me if any questions.

Regards, Dave Tuttle

DATE

1/17/85

SIGNED



GENERAL LIABILITY SECTION

SET TAB STOPS AT ARROWS

DATE
1-17-85

PRODUCER

Rangnar Fridolin Ins.
Agency
64 Elm St.
Woburn, Ma. 01801

APPLICANT

Whitney Barrel Co., Inc. 256 Salem St. Woburn, Ma.

PROPOSED EFF. DATE	PROPOSED EXP. DATE	BILLING PLAN	PAYMENT PLAN	AUDIT
12-22-84	12-22-85	<input checked="" type="checkbox"/> AGENCY <input type="checkbox"/> DIRECT		yrly

FOR COMPANY USE ONLY

JAN 25 1985

AP

COVERAGES / LIMITS

<input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY <input type="checkbox"/> OWNERS, LANDLORDS & TENANTS <input checked="" type="checkbox"/> MANUFACTURER'S & CONTRACTORS <input type="checkbox"/> STOREKEEPERS LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> BLANKET <input type="checkbox"/> DESIGNATED <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS	610442	LIMITS OF LIABILITY			PREMIUM
		COVERAGE	EACH OCCUR.	AGGREGATE	
		BODILY INJURY	\$ 300 ,000	\$ 300 ,000	\$ 129.10
		PROPERTY DAMAGE	\$ 250 ,000	\$ 250 ,000	\$ 48.00
		COMBINED SINGLE LIMIT	\$,000	\$,000	\$
OPTIONS					
<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INCLUDE <input checked="" type="checkbox"/> EXCLUDE COMPLETED OPS. <input type="checkbox"/> BROAD FORM CGL ENDORSEMENT <input type="checkbox"/> INCLUDE <input type="checkbox"/> X <input type="checkbox"/> XC <input type="checkbox"/> U <input type="checkbox"/> FIRE LEGAL LIABILITY (Give Locations & Limits) <input type="checkbox"/> ELEVATOR COLLISION <input type="checkbox"/> NON-OWNED AUTO (Give Territories & Employees)		PREMISES MEDICAL			\$
		PERSONAL INJURY <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C			
		PARTICIPATION %:			
		<input type="checkbox"/> DELETE EXCLUSION C			
		OTHER COVERAGES AND/OR ENDORSEMENTS			\$
		L6432			
P.D. DEDUCT. <input type="checkbox"/> PER CLAIM. \$ 250 <input checked="" type="checkbox"/> PER OCCUR.					TOTAL \$ 177.00

SCHEDULE OF HAZARDS

LOC #	DESCRIPTION	CODE	PREMIUM BASIS	TERR.	RATE		PREMIUM	
					B.I.	P.D.	B.I.	P.D.
	PREMISES/OPERATIONS Steel Barrel or drum manufacturing and reconditioning	34904	(a) Area (f) Frontage (p) Payroll (m) Admissions (r) Receipts (t) Other P37,554		(a) per 100 sq. ft. (f) per linear ft. (p) per \$100 pay. (m) per 100 adm. (r) per \$100 rec. (t) per unit			
					.297	.058	112.00	36.00 MP
	ESCALATORS if any TBD		Landings		per landing		17.00	10.00 MP
	INDEPENDENT CONTRACTORS		Cost		per \$100			
	CONTRACTUAL		Number Cost		per contract per \$100			
	PRODUCTS/COMPLETED OPERATIONS Please Quote - See Reverse Side		Receipts 200,000		per \$1,000			

CONTRACTORS

SET TAB STOPS AT ARROWS

#	EXPLAIN ALL "YES" RESPONSES	Yes	No
1	Does applicant draw plans, designs, specifications?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Are certificates of insurance required from sub-contractors?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Does applicant lease equipment to others with or without operators?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Full time staff :	2	
5	Part time staff :	1	
6	% work sub-contracted:	0	

DESCRIBE THE TYPE OF WORK SUB-CONTRACTED AND INCLUDE A DESCRIPTION OF THE OPERATIONS OF XCU IF REQUIRED:

No sub contracting done

001-7514-1-1

CONTRACTUAL LIABILITY

DESCRIBE ALL HOLD HARMLESS AGREEMENTS (Dates, Contracting Party, Cost)

☐ COPIES ATTACHED

NONE

PRODUCTS/COMPLETED OPERATIONS

PRODUCTS	ANNUAL SALES/RECEIPTS	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS
Barrels	150-200,000	50,000				Barrels

#	EXPLAIN ALL "YES" RESPONSES	Yes	No	#	EXPLAIN ALL "YES" RESPONSES	Yes	No
1	Does applicant install, service or demonstrate products?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6	Products recalled, discontinued, changed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Foreign products sold, distributed, used as components?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7	Products of others sold or re-packaged under applicant label?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Research and development conducted or new products planned?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	8	Products under label of others?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Guarantees, Warranties, Hold Harmless Agreements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	9	Vendors coverage required?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Products related to aircraft/space industry?	<input type="checkbox"/>	<input checked="" type="checkbox"/>				

Please attach literature, brochures, labels, warnings etc.

Insured will clean and recondition barrels he sells

ADDITIONAL INTERESTS CERTIFICATE RECIPIENTS

#	NAME AND ADDRESS (Include loan # for mortgages)	INTEREST	CERT.
1	none		<input type="checkbox"/>
2			<input type="checkbox"/>
3			<input type="checkbox"/>
4			<input type="checkbox"/>

GENERAL INFORMATION

#	EXPLAIN ALL "YES" RESPONSES	Yes	No	#	EXPLAIN ALL "YES" RESPONSES	Yes	No
1	Any advertising signs away from premises?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7	Any parking facilities owned/rented?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Any medical facilities provided or doctors employed/contracted?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	8	Participation in trade shows, exhibits, conventions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Equipment loaned/rented to others?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	9	Recreation facilities provided?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Any exposure to radioactive/nuclear materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10	Sporting or social events sponsored?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Any boats, docks, floats owned, hired or leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	11	Any structural alterations contemplated?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Operations involve discharge of fumes, acids, wastes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12	Any demolition exposure contemplated?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

REMARKS

Please issue policy as per application
Seperately - Please quote cost of completed operations coverage
(as per above)



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

SET TAB STOPS AT ARROWS

DATE (MM/DD/YY)
1-17-85

PRODUCER

Ragnar Fridolin Ins.
Agency
64 Elm St.
Woburn, Ma. 01801

CARRIER

Peerless

UNDERWRITER

Beverly Garner

POLICIES OR PROGRAM REQUESTED

Manufacturers & Contractors Liability

PLEASE INDICATE THE SECTIONS ATTACHED

<input type="checkbox"/> PROPERTY	<input checked="" type="checkbox"/> GENERAL LIABILITY	<input type="checkbox"/> UMBRELLA
<input type="checkbox"/> GLASS & SIGN	<input type="checkbox"/> BUSINESS AUTO	
<input type="checkbox"/> ACCTS. REC./VAL. PAPERS	<input type="checkbox"/> GARAGE	
<input type="checkbox"/> CRIME <input type="checkbox"/> FIDELITY	<input type="checkbox"/> TRUCKERS	
<input type="checkbox"/> TRANSPORTATION	<input type="checkbox"/> WORKERS COMP.	

CODE

63-10-809

SUB-CODE

STATUS OF SUBMISSION

☐ QUOTE ☒ ISSUE POLICY
☒ BOUND (Give Date and/or Attach Copy)

1-17-85

PACKAGE POLICY INFORMATION

ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES.

PROPOSED EFF. DATE	PROPOSED EXP. DATE	BILLING PLAN	PAYMENT PLAN	AUDIT
12-22-84	12-22-85	AGENCY BILL		yrly
		DIRECT BILL		

APPLICANT INFORMATION

NAME

Whitney Barrel Co., Inc.
256 Salem St.
Woburn, Ma. 01801

MAILING ADDRESS (Include Zip Code)
Same

<input type="checkbox"/> INDIVIDUAL	<input checked="" type="checkbox"/> CORPORATION	<input type="checkbox"/> OTHER (DESCRIBE)	YRS. IN BUSINESS
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> JOINT VENTURE		

INSPECTION (Contact/Phone)

ACCOUNTING RECORDS (Contact/Phone)

LOCATION INFORMATION

#	STREET, CITY, COUNTY, STATE, ZIP CODE	INTEREST	YR BUILT	PART OCCUPIED
1	256 Salem St. Woburn, Ma. 01801	Owner		entire
2				
3				

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS/OCCUPANCY BY LOCATION

Steel Barrel or drum manufacturing and reconditioning

GENERAL INFORMATION

#	EXPLAIN ALL "YES" RESPONSES	Yes	No	#	EXPLAIN ALL "YES" RESPONSES	Yes	No
1	Is the applicant a subsidiary of another entity or does the applicant have any subsidiaries?		<input checked="" type="checkbox"/>	4	Any catastrophe exposure?		<input checked="" type="checkbox"/>
2	Is a formal safety program in operation?		<input checked="" type="checkbox"/>	5	Any other insurance with this company or being submitted?	<input checked="" type="checkbox"/>	
3	Any exposure to flammables, explosives, chemicals?		<input checked="" type="checkbox"/>	6	Any policy or coverage declined, cancelled or non-renewed during the prior 3 years?		<input checked="" type="checkbox"/>

REMARKS

APPLICABLE IN NEW YORK STATE

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

APPLICANT'S
SIGNATUREPRODUCER'S
SIGNATURE*Ragnar Fridolin*

PRIOR CARRIER INFORMATION

SET TAB STOPS AT ARROWS

LINE	YEAR	CARRIER	POLICY NUMBER	LIMITS OF LIABILITY		MOD.	PREMIUM	
				BODILY INJURY	PROP. DAMAGE		BODILY INJURY	PROP. DAMAGE
LIABILITY	1984	Continental	L2 43 24 79	300,000	250,000	none	104.-	40.-
	1983	"	L1 83 41 04	"	"	"	99.-	64.-
	1982	"	L1 50 20 04	"	"	"	50.-	21.-
AUTOMOBILE LIABILITY								
PROPERTY								

LOSS HISTORY

ENTER ALL LOSSES FOR THE PRIOR 5 YEARS. ANNUAL AGGREGATES FOR EACH LINE OF INSURANCE MAY BE ENTERED ON THE COMMENTS SPACE IF PREFERABLE. IF AGGREGATES ARE PROVIDED, PLEASE INDICATE THE NUMBER OF CLAIMS AND EXPLAIN ALL CLAIMS EXCEEDING \$5,000

DATE OF LOSS	TYPE OF LOSS	DESCRIPTION OF LOSS, CORRECTIVE MEASURES (IF APPLICABLE)	AMOUNT PAID	RESERVE
		No previous losses		

COMMENTS:

SEE ATTACHED LOSS SUMMARY

Whitney Barrel Company has been in business, at this location, since 1894. Business is generally sale of barrels to industry and cleaning and reconditioning of same. No chemicals are used, stored or shipped. Type of contents are generally consumptive, and insured only sells and cleans barrels.

LIABILITY

GL 04 04 (Ed. 05 81)

L 0111
(Ed. 5-81)

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE

This endorsement, effective

(12:01 A. M., standard time)

, forms a part of policy No.

issued to

by

Authorized Representative

SCHEDULE

Personal Injury and Advertising Injury Liability

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein.

Limit of Liability \$ _____ Aggregate

Limit of Liability—Premises Medical Payments Coverage:

\$1,000 each person, unless otherwise indicated herein \$ _____ each person.

Limit of Liability—Fire Legal Liability Coverage:

\$50,000 per occurrence unless otherwise indicated herein: \$ _____ per occurrence.

Advance Premium Premium Basis

\$ 29.00 1.5 % OF THE TOTAL COMPREHENSIVE GENERAL LIABILITY, BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED

\$ INCL. MINIMUM PREMIUM

I. CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
- (1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
 - (2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including:
 - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (b) supervisory, inspection or engineering services;
 - (3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of:
 - (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
 - (4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
 - (5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to side-track agreements.
- (C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).
- (D) The following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

- (A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.
- (B) This insurance does not apply:
- (1) to liability assumed by the insured under any contract or agreement;
 - (2) to personal injury or advertising injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
 - (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
 - (4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;
 - (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;
 - (6) to advertising injury arising out of:
 - (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
 - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
 - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
 - (7) with respect to advertising injury:
 - (a) to any insured in the business of advertising, broadcasting, publishing or telecasting; or
 - (b) to any injury arising out of any act committed by the insured with actual malice.
- (C) Limits of Liability
- Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".
- (D) Additional Definitions
- "Advertising injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.
- "Personal injury" means injury arising out of one or more of the following offenses committed during the policy period:
1. false arrest, detention, imprisonment, or malicious prosecution;
 2. wrongful entry or eviction or other invasion of the right of private occupancy;
 3. a publication or utterance:
 - (a) of a libel or slander or other defamatory or disparaging material; or
 - (b) in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expenses incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

(A) to bodily injury

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (a) any automobile or aircraft owned or operated by or rented or loaned to any insured; or
 - (b) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;
- (2) arising out of:
 - (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
 - (b) the operation or use of any snowmobile or trailer designed for use therewith;
 - (i) owned or operated by or rented or loaned to any insured; or
 - (ii) operated by any person in the course of his employment by any insured;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (a) any watercraft owned or operated by or rented or loaned to any insured; or
 - (b) any other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on the insured premises;

(over)

- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;
- (B) to bodily injury
 - (1) included within the completed operations hazard of the products hazard;
 - (2) arising out of operations performed for the named insured by independent contractors other than
 - (a) maintenance and repair of the insured premises, or
 - (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
 - (3) resulting from the selling, serving or giving of any alcoholic beverage
 - (a) in violation of any statute, ordinance or regulation,
 - (b) to a minor,
 - (c) to a person under the influence of alcohol, or
 - (d) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;
 - (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (C) to bodily injury
 - (1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
 - (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
 - (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
 - (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
 - (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
 - (6) if the named insured is a club, to any member of the named insured;
 - (7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;
- (D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes "the ways immediately adjoining on land";

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

V. FIRE LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire

- (A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

- (B) The limit of property damage liability as respects this Fire Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the Schedule of this endorsement.

- (C) The Fire Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

- (A) Exclusions (k) and (l) are replaced by the following:

- (1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale, or entrusted to the insured for storage or safekeeping;
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators
 - (a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
 - (b) to tools or equipment while being used by the insured in performing his operations,
 - (c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,
 - (d) to that particular part of any property, not on premises owned by or rented to the insured,
 - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
 - (ii) out of which any property damage arises, or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
- (3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

- (B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incident Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

- 4. Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4. above shall not apply:

- (a) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (b) to Premises Medical Payments Coverage.

X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- (B) Employee—Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
 - (1) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;
 - (2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
 - (3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

XI. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization, under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.



NOTICE OF CANCELLATION
OF FIRE POLICY

POLICY NO.: 608 97 22 78 ISSUED AT KEENE, NH 03431

CANCELLATION TO TAKE EFFECT AT 12:01 A.M. 12/19/86 DATE OF MAILING 12/12/86

PEERLESS INSURANCE COMPANY
62 MAPLE AVENUE
KEENE, NH 03431

GILGUN INS. AGENCY
623 Main St
Woburn, MA 01801

POLICY ISSUED TO
John E. Whitney
256 Salem St
Woburn, MA 01801

MORTGAGEE:
Woburn Bk & Tr Co
Common St
Woburn, MA 01801

FORM NO. CPCU/MA


NOTICE OF POLICY CANCELLATION FOR. Underwriting reasons.

WE HEREBY CANCEL THE ABOVE MENTIONED POLICY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE POLICY AND THE REQUIREMENT OF THE MASSACHUSETTS PROPERTY INSURANCE UNDERWRITING ASSOCIATION. YOU WILL, THEREFORE, PLEASE TAKE NOTICE THAT AT THE EXPIRATION OF 5 DAYS FROM THE RECEIPT OF THIS NOTICE, UNLESS SURRENDER THEREOF TO US BE SOONER MADE, THE SAID POLICY WILL TERMINATE AND CEASE TO BE IN FORCE.

REPLACEMENT INSURANCE INFORMATION: YOU ARE HEREBY ADVISED THAT WE ARE UNABLE TO CONTINUE TO AFFORD CERTAIN INSURANCE COVERAGES FOR YOUR PROPERTY. WE SUGGEST THAT YOU CONSULT ANOTHER COMPANY OR YOUR AGENT OR BROKER REGARDING PLACEMENT OF THIS COVERAGE. SHOULD COVERAGE BE UNAVAILABLE, YOU MAY WISH TO AVAIL YOURSELF OF THE SERVICES OF THE MASSACHUSETTS PROPERTY INSURANCE UNDERWRITING ASSOCIATION, THREE CENTER PLAZA, BOSTON, MASSACHUSETTS 02108 EITHER THROUGH YOUR PRESENT AGENT OR BROKER, OR DIRECTLY UPON APPLICATION TO THE ABOVE NAMED ASSOCIATION.

PREMIUM ADJUSTMENT WILL BE MADE AS SOON AS PRACTICABLE AFTER CANCELLATION BECOMES EFFECTIVE.

THE EXCESS OF PAID PREMIUM, IF ANY, ABOVE THE PRO RATA PREMIUM FOR THE EXPIRED TIME OR A BILL FOR THE PREMIUM EARNED, WHICHEVER IS APPLICABLE, WILL BE FORWARDED IN DUE COURSE.


AUTHORIZED REPRESENTATIVE

NOTICE OF CANCELLATION
OF POLICY

POLICY NO.: 608 97 22 78 ISSUED AT KEENE, NH 03431

CANCELLATION TO TAKE EFFECT AT 12:01 A.M. 12/19/86 DATE OF MAILING 12/16/86 JAN 8 1987

PEERLESS INSURANCE COMPANY
62 MAPLE AVENUE
KEENE, NH 03431

GILGUN INS. AGENCY
623 Main St
Woburn, MA 01801

POLICY ISSUED TO
John E. Whitney
256 Salem St
Woburn, MA 01801

MORTGAGEE:
Woburn Bk & Tr Co
Common St
Woburn, MA 01801

JAN 08 1987
COMM. RATING

FORM NO. CPCU/MA

NOTICE OF POLICY CANCELLATION FOR. Underwriting reasons.

WE HEREBY CANCEL THE ABOVE MENTIONED POLICY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE POLICY AND THE REQUIREMENT OF THE MASSACHUSETTS PROPERTY INSURANCE UNDERWRITING ASSOCIATION. YOU WILL, THEREFORE, PLEASE TAKE NOTICE THAT AT THE EXPIRATION OF 5 DAYS FROM THE RECEIPT OF THIS NOTICE, UNLESS SURRENDER THEREOF TO US BE SOONER MADE, THE SAID POLICY WILL TERMINATE AND CEASE TO BE IN FORCE.

REPLACEMENT INSURANCE INFORMATION: YOU ARE HEREBY ADVISED THAT WE ARE UNABLE TO CONTINUE TO AFFORD CERTAIN INSURANCE COVERAGES FOR YOUR PROPERTY. WE SUGGEST THAT YOU CONSULT ANOTHER COMPANY OR YOUR AGENT OR BROKER REGARDING PLACEMENT OF THIS COVERAGE. SHOULD COVERAGE BE UNAVAILABLE, YOU MAY WISH TO AVAIL YOURSELF OF THE SERVICES OF THE MASSACHUSETTS PROPERTY INSURANCE UNDERWRITING ASSOCIATION, THREE CENTER PLAZA, BOSTON, MASSACHUSETTS 02108 EITHER THROUGH YOUR PRESENT AGENT OR BROKER, OR DIRECTLY UPON APPLICATION TO THE ABOVE NAMED ASSOCIATION.

PREMIUM ADJUSTMENT WILL BE MADE AS SOON AS PRACTICABLE AFTER CANCELLATION BECOMES EFFECTIVE.

THE EXCESS OF PAID PREMIUM, IF ANY, ABOVE THE PRO RATA PREMIUM FOR THE EXPIRED TIME OR A BILL FOR THE PREMIUM EARNED, WHICHEVER IS APPLICABLE, WILL BE FORWARDED IN DUE COURSE.

AUTHORIZED REPRESENTATIVE

Upon conclusion of the investigation, please place this envelope and its contents into the enclosed self-addressed return envelope directed to:

Margaret L. Costa
Senior Corporate Counsel
Liberty Mutual Insurance Company
Complex and Emerging Risks Claims Department
175 Berkeley Street
Mail stop 09O
Boston, MA 02117

ENCLOSURES - APPENDIX A AND B TO RESPONSE TO 104E REQUEST

**LIST OF INDIVIDUALS CONSULTED IN THE PREPARATION
OF THE RESPONSES TO NINE QUESTIONS ATTACHED TO THE
OCTOBER 19, 2010 REQUEST TO PEERLESS INSURANCE COMPANY AND
LIBERTY MUTUAL INSURANCE COMPANY FOR INFORMATION
PURSUANT TO SECTION 104 OF CERCLA REGARDING JOHN E.
WHITNEY, SR., JOHN E. WHITNEY, JR., WALTER W. WHITNEY, HELEN T.
WHITNEY, HELEN R. WHITNEY, RUTH J. WHITNEY, JOHN E. WHITNEY,
III, AND WHITNEY BARREL CO., INC. AND/OR THE PROPERTY
LOCATED AT 256 SALEM STREET, WOBURN, MASSACHUSETTS**

AND

**DOCUMENT RETENTION POLICIES FOR PEERLESS INSURANCE
COMPANY AND LIBERTY MUTUAL INSURANCE COMPANY**

**ASSERTION OF CONFIDENTIALITY CLAIM PURSUANT TO SECTION
104(e)(7)(E) AND (F) OF CERCLA, 42 U.S.C. § 9604(e)(7)(E) AND (F),
SECTION 3007(b) OF THE RESOURCE CONSERVATION AND RECOVERY ACT
("RCRA"), 42 U.S.C. § 6927(b), AND 40 C.F.R. PART 2, SUBPART B § 2.201, ET SEQ.**